

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
REQUEST FOR PROPOSALS
FOOD SERVICE CONCESSIONS UNIT, RETAIL BUILDING A
WESTERN NC FARMERS' MARKET, ASHEVILLE**

REQUEST FOR PROPOSALS

The State of North Carolina will receive sealed proposals from qualified operators to lease the Food Service Concessions Unit (formerly occupied by NC Deli) at the Western NC Farmers Market located at 570 Brevard Road, Asheville, North Carolina.

Proposals will be received until 2:00 p.m., February 27, 2015, at the office of:

Doug Sutton, Manager
Western NC Farmers Market
570 Brevard Road
Asheville, NC 28806

For site visits and other information contact:

Doug Sutton, Manager
Western NC Farmers Market
570 Brevard Road
Asheville, NC 28806
Telephone 828-253-1691

INSTRUCTIONS TO THOSE MAKING A PROPOSAL

- (1) Read carefully pages 2 through 6 of the Request for Proposals.
- (2) After reading and fully understanding pages 2 through 6, prepare your proposal as follows:
 - (a) In a sealed envelope enclose all documentation supporting your proposal. **Do not enclose your Proposal Form in this envelope.** The outside of the envelope must be clearly marked "Proposal for Food Service Concessions Unit, Building A at Western NC Farmers Market, Supporting Documentation Enclosed". Supporting documentation should include, but is not limited to the following:
 - Full description of plans and intentions for your use of the space. Be as detailed as possible. Provide documentation you have researched all required permits for your proposed operation. Include business operating hours. Please include a statement indicating how your proposal will improve the Western NC Farmers Market.
 - Premises is to be leased as is. Any improvements will be at Tenant's expense. Provide information on improvements you propose to make to the premises. This may include fit-up construction and/or new construction. Provide a time line for startup of your proposed operation.
 - A resume of your experience and abilities that you feel qualify you to operate the Food Service Concession Unit, Building A at Western NC Farmers Market (If proposal is being made jointly by two or more individuals, a resume of each is required. Attach additional sheets as necessary)
 - A current financial statement for each person or firm making this proposal.
 - Three letters of recommendation on behalf of each person highlighting his/her character, business and management abilities from customers and suppliers.
 - (b) In a second sealed envelope enclose the completed Proposal Form. The outside of the envelope must be clearly marked "Proposal for Food Service Concessions Unit, Building A at Western NC Farmers Market, Proposal Form Enclosed"

Note: All Proposers must submit two sealed envelopes.

- (3) Submit your proposal in two sealed envelopes no later than 2:00 p.m., **February 27, 2015** to:

Doug Sutton, Manager
Western NC Farmers Market
570 Brevard Road
Asheville, NC 28806
Telephone 828-253-1691

To be considered, your sealed proposal must reach the Market Manager's office by 2:00 pm, February 27, 2015.

FAXED PROPOSALS ARE NOT ACCEPTABLE

REQUEST FOR PROPOSALS

Food Service Concessions Unit, Building A
Western NC Farmers Market
570 Brevard Road
Asheville, NC 28806

SPECIFICATIONS

SCOPE

The State of North Carolina is seeking proposals from qualified parties to lease the Food Service Concessions Unit, Building A at the State owned Farmers Market in Asheville, North Carolina. The Western NC Farmers Market, located at 570 Brevard Road, rents over 35,000 spaces annually for the sale of over 300 different items. The Market hosted approximately 1.2 million visitors in the past year. The lease premises includes approximately 1300 sf of space.

The Western NC Farmers Market is seeking a tenant that will operate a Food Service Concession business that will advance the Western NC Farmers Market's mission to market products of the home, farm, sea and forest. North Carolina Statutes Article 47 106-528. States "It is declared to be the policy of the State of North Carolina and the purpose of this Article to promote, encourage and develop the orderly and efficient marketing of products of the home, farm, sea and forest; to establish, maintain, supervise and control, with cooperation of counties, cities and towns, centrally located markets for the sale and distribution of such products, so as to promote a steady flow of commodities, properly graded and labeled, into the channels of trade at the time and place to enable the producer to get the market price and the consumer to get a product in keeping with the price paid. (1941, c. 39, s.1.)" The Market desires a Tenant that will stress customer service, has experience in the area of business proposed, has experience in advertising and promotion to aide in attracting customers from throughout the area. Products to be sold are not in any way limited to North Carolina, but to be able to purchase from North Carolina producers is preferable. Market desires a Tenant that will operate a business that will offer products that will improve the Market's ability to serve Market customers. Tenant with appropriate permits may produce or process goods within the facility. The Market desires a Tenant that will operate with a friendly and helpful attitude toward all customers, visitors and suppliers and be able to impart this attitude to his/her employees. Examples of any advertisements or promotional work would be helpful. List of North Carolina products handled and North Carolina growers worked with is sought. A resume of all history with all qualifying experiences should be included.

LEASE AGREEMENTS

It is anticipated the lease will be effective May 1, 2015 or a date satisfactory to the State. Proposer may include alternate effective date for consideration. The Lease Agreements will be prepared by the State and will include pertinent portions of the Request for Proposals, the Proposal submitted, and other items that the State deems applicable.

LEASE PERIOD

The Lease shall be for a (5) five year period, plus a five (5) year renewal period. Alternative lease period may be considered, if proposed in conjunction with a proposal that includes new construction.

RENTAL

Proposer will propose an annual rent for year one of the term. A minimum initial annual rental of \$12,200 is required. Thereafter, the annual rental increase will be 2%.

LOCATION

Food Service Concession Unit, Building A
Western NC Farmers Market
570 Brevard Road
Asheville, NC 28806

See attached sketch (Attachment A) of Market property and location of Food Service Concession Unit, Building A on the site.

ACCEPTANCE AND REJECTION

The right is reserved by the State to accept or reject any and all proposals or to waive any informality in the proposals.

SAVE HARMLESS

Lessee agrees to indemnify and save harmless the State of North Carolina and all of its agencies from any claim for damage to any person or groups which occur on account of the use of the demised premises by its agents, servants, employees, licensees and invitees.

INSURANCE

The Tenant shall at its sole cost and expense procure and maintain in full force and effect during the term of the lease insurance as appropriate for the conduct of the lease:

1. General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amounts of \$1,000,000 / \$1,000,000 Combined Single Limit (C.S.L.). (Defense cost shall be in excess of the limits of liability) In addition, there shall be sub-limits of \$1,000 premises medical payment per person; \$10,000 premises medical payment per accident; and \$100,000 care custody and control. Tenant will keep in effect at all times fire legal liability insurance with a minimum amount of \$500,000 to cover damages caused by the negligence of the tenant.
2. Workmen's Compensation Insurance covering all of Tenant's employees who are engaged in any work under the lease in keeping with all applicable laws. (State Statutory Limit)
3. Automobile Liability Insurance covering all of Tenant's vehicles operating on the Western NC Farmers Market in keeping with all applicable laws.
4. Product Liability insurance in the amount of \$1,000,000 for bodily injury, including death each person.

The Tenant shall furnish the State certificates evidencing this insurance coverage before operation commences under the Lease. The State of North Carolina shall be named as additional insured on all policies. All insurance shall be secured from companies licensed to do business in the State of North Carolina. All certificates or policies shall provide that the insurance company will give the State of North Carolina thirty (30) days written notice prior to cancellation or any changes in stated coverage of any such insurance.

LAWS

The Tenant shall comply and secure compliance, at his cost and expense with all the requirements of all local, State, and Federal laws in carrying out his obligations under this Lease. This lease contract shall be governed by the laws of the State of North Carolina.

SELECTED PROPOSAL

Supporting documentation for all properly submitted proposals will be evaluated to determine the qualified proposals. Evaluation will be based on: desirability of the proposal as to how it will complement the total operation of the Western NC Farmers Market, demonstrated ability of the proposer(s) to execute the proposal submitted, demonstration of sufficient funds for the execution of the proposal submitted, and all relevant factors that might affect the public interest.

Proposal forms for all proposals determined to be qualified will be evaluated for proper execution and the rental offered.

The selected proposal will be the qualified proposal judged by the State to be in the best interest of the State.

DESCRIPTION OF SPACE OFFERED

The lease premises includes an approximately 1300 sf structure. See Attachment A. The premises is offered as is. Paved parking lots are in front and back of the building to be used jointly with market customers.

Tenant shall provide at its expense: partitioning and upfitting of premises, lighting and electrical requirements beyond that lighting provided by the Landlord in the dry storage areas; refrigeration equipment; specialty rooms, cooler doors; wall protectors and any other alteration or upfitting necessary for the Tenant's business operation. It is agreed that all coolers without swinging personnel doors must have signs posted concerning their use and their doors must be open during normal business hours. All alterations and improvements made to the premises at the Tenant's expense shall become the property of the Landlord at the termination of the Lease or the vacation of the premises by the Tenant. Tenant alterations and improvements must be approved by Landlord, in writing, prior to construction commencement. Cooler doors, refrigeration equipment and other furnishings and equipment not permanently affixed to the premises shall at all times be the property of the Tenant.

It is further agreed that upon the termination of the Lease or the vacation of the premises by the Tenant any alterations or improvements made by the Tenant will be removed at the Landlord's request, even if permanently affixed, at the Tenant's sole expense and the premises restored by the Tenant to a condition comparable to that in which they were prior to the letting of the Lease.

The State reserves the right to enter and inspect the premises at any time.

II LANDLORD RESPONSIBILITIES

- A. For the Food Service Concession Unit, Building A at the Western NC Farmers Market, Landlord agrees to provide:
1. Exclusive use of the Food Service Concession Unit and surrounding area.
 2. Maintenance for the roof, exterior of the building, wiring, and plumbing furnished and installed by the Landlord, excluding clogged toilets, drains and frozen pipes for which repairs Tenant will pay, provided however that any such repairs necessitated by the negligence or willful act of Tenant, its agents, employees and invitees shall be done by the Tenant.
 3. The State shall not be obligated to rebuild or repair any of subject premises if destroyed or rendered unstable due to any cause whatsoever.
 4. The State reserves the right to close temporarily or permanently any of the facility, or any portion thereof due to just cause.

III TENANT RESPONSIBILITIES

A General

1. The Tenant shall use the premises for the purpose outlined in its proposal to the State and as included in the Lease Agreement.
2. The Tenant must operate a Food Service Concession business on a year round basis. The hours of operation are to be approved by the Market Manager.
3. The Tenant is responsible for trash collection and removal.
4. The Tenant shall not assign, transfer, convey, sublet or otherwise dispose of the Lease contract, or any part thereof to any person, partnership, company, or corporation without prior written approval of the State. Any business plan that includes a plan to sublet space must include details of the plan in the submitted supporting documentation.
5. The Tenant agrees not to commit or permit any waste to any part of the premises authorized to be used or to their appurtenance. The Tenant further agrees that he shall, at the end of the term of this agreement, quit and surrender the premises and equipment in as good state and condition as they were at the commencement of this agreement, reasonable wear thereof expected.
6. The Tenant will maintain the interior of the premises and all equipment furnished by the State (including but not limited to heating, plumbing and plate and window glass) at the Tenant's expense and to the satisfaction of the State.

7. The Tenant will furnish all equipment and supplies necessary to operate the facility other than those items provided by the State and included in the building description.
8. The Tenant will pay all water, sewage, gas, electricity and other utility charges incurred in the operation of this facility.

B Operating

1. The Tenant will procure all permits and licenses and pay all charges and fees necessary and incidental to a lawful operation of the business. The Tenant shall keep fully informed of all existing and future National, State, and local laws, ordinances, and regulations which in any manner may effect the fulfillment of the contract and shall comply with same.
2. The State will be reimbursed for fraudulent or negligent acts committed by the Tenant's employees, agents or invitees on the premises.
3. The state owned facility equipment cannot be removed from site without prior written approval of the Market Manager.
4. The Market equipment must be properly operated and maintained by the Tenant to the State's satisfaction at the Tenant's expense.
5. All advertising (on and off premises) must meet with prior approval by Market Manager.
6. No additions or changes to the site or the structural, electrical, plumbing, mechanical, or HVAC systems on the leased premises shall be made without the written approval of the Landlord. The Landlord may require the Tenant to furnish plans and specifications prepared by registered Architects and/or Engineers to use as factors in deciding whether or not to approve changes proposed by the Tenant. The Tenant shall return the leased premises and structure to the same condition as existed upon original occupancy by the Tenant, excluding normal wear and tear, except for exemptions as may be provided in writing to the Tenant by the Landlord.
7. Any contractor employed by the Tenant to provide such alteration or upfitting shall be appropriately licensed by the State of North Carolina. Said Contractor shall provide and maintain, during the life of the contract, Comprehensive General Liability Insurance, including coverage for Premises Operations, Independent Contractor, Completed Operations, Products and Contractual Exposures, as shall protect such Contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under the contract, whether such operations by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

- | | |
|-------------------------|---|
| 1. Bodily Injury..... | \$500,000 per occurrence |
| 2. Property Damage..... | \$100,000 per occurrence |
| | \$300,000 aggregate |
| 3. \$500,000 | Combined Single Limit shall satisfy both conditions |

8. Tenant will not operate a full service restaurant within the lease premises.
9. Tenant will not provide drive through service as part of the business operated on the premises.
10. Tenant will not sell NC Education Lottery chances nor act as an agent of any game of chance, legal or illegal, within the leased premises.
11. Tenant will not offer live animals as part of business conducted within the lease premises.

C Personnel

1. The Tenant's personnel are to observe Market rules and policies.
2. The Tenant will be an equal opportunity employer.
3. The Tenant will require proper attire for all employees to guarantee a neat appearance.

D Financial

1. The Tenant will make no purchases or charges of any type in the name of the Western NC Farmers Market.
2. The rental fee, including water and trash removal, will be billed at the beginning of each month with payments to be received by the tenth (10th) day of each month.
3. The Tenant shall meet all financial obligations in accordance with terms agreed upon when contracting for service or supplies.
4. A minimum initial annual rental of \$12,200 is required.

E Termination and Forfeiture

1. If Tenant shall fail to make any payment of rent when due or shall fail to comply with any agreement herein contained or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent, or unable to pay its debts, or shall make a general assignment for the benefit of its creditors, Landlord may enter and take possession of the premises and expel Tenant, therefrom, using such means and force as may appear expedient, without prejudice to other remedies available to Landlord. And, in such event, Tenant hereby expressly waives notice to quit possession and such other formalities or conditions as may be required by law.
2. No entry by Landlord under this lease shall bar Landlord from the recovery of rent or damages for the breach of this lease by Tenant, nor shall the receipt of rent by Landlord after any such breach or delay by Landlord in enforcing its rights hereunder be deemed a waiver of any rights or privileges granted Landlord by this Lease.

PROPOSAL FORM

Snack Bar Unit, Building A
Western NC Farmers Market
570 Brevard Road, Asheville, North Carolina 28806

(Faxed Proposals Not Acceptable)

Name _____

Firm
Name _____

Address _____

Telephone _____ Fax _____

Lease term five (5) years effective May 1, 2015 or a date satisfactory to the State plus a five (5) year renewal period.

I. Rental: I propose the following annual rental during year one (1) of the five- (5) year term of the lease. Rental for the year must be expressed as a flat rate. Percentages of sales are not acceptable. **A MINIMUM INITIAL ANNUAL RENTAL OF \$12,200.00 IS REQUIRED.** The annual rental increase is 2%.

Year 1 _____

II. The selected proposer must register as a legal entity under North Carolina Law no later than March 1, 2015.

III. I have read and accept the request for proposals (specifications) pages 2 through 6 and stipulate that this proposal is made in keeping with the requirements therein. I understand that this proposal will be evaluated on the basis of: the rental offered, desirability of the proposal as to how it will complement the total operation of the Western NC Farmers Market, demonstrated ability of the proposer(s) to execute the proposal submitted, demonstration of sufficient funds for the execution of the proposal submitted, and all relevant factors that might affect the public interest. I further realize that the State may reject this proposal for any reason it deems warranted.

Signature _____ Date _____

Signature _____ Date _____

SPECIAL NOTE: To be considered this proposal must reach the office of Doug Sutton, Market Manager, Western NC Farmers Market, 570 Brevard Road, Asheville, North Carolina 28806, telephone 828-253-1691 no later than 2:00 p.m., February 27, 2015.

DO NOT ENCLOSE YOUR PROPOSAL WITH YOUR SUPPORTING DOCUMENTATION.

ALL PROPOSERS MUST SUBMIT TWO SEALED ENVELOPES.

REQUEST FOR PROPOSALS:

STATE OF NORTH CAROLINA OFFERS FOR LEASE FOOD SERVICE CONCESSION UNIT, BUILDING A CONSISTING OF APPROXIMATELY 1300 SQUARE FEET SPACE AND APPROXIMATELY 24,000 SQUARE FEET SURROUNDING AREA LOCATED AT THE WESTERN NORTH CAROLINA FARMERS MARKET, 570 BREVARD ROAD, ASHEVILLE, NORTH CAROLINA. MINIMUM ACCEPTABLE ANNUAL RENTAL IS \$12,200 DURING THE FIRST YEAR OF THE FIVE YEAR TERM. LEASE TERM FIVE (5) YEARS EFFECTIVE MAY 1, 2015 OR A DATE SATISFACTORY TO THE STATE PLUS A (5) YEAR RENEWAL PERIOD. CUT-OFF TIME FOR RECEIVING SEALED PROPOSALS IS 2:00 P.M., FEBRUARY 27, 2015. FOR SPECIFICATIONS, PROPOSAL FORMS, SITE VISIT AND ADDITIONAL INFORMATION, CONTACT: DOUG SUTTON, MANAGER, WESTERN NC FARMERS MARKET, 570 BREVARD ROAD, ASHEVILLE, NORTH CAROLINA 28806, TELEPHONE 828-253-1691. FAXED PROPOSALS NOT ACCEPTABLE.

ATTACHMENT A

